

*Jet skiing is a fast and safe activity if certain rules are adhered to. These rules and regulations are designed for your enjoyment, safety and safety of others.*

*Let's make today the best day of your holiday*

PLEASE READ THEM VERY CAREFULLY.

- NO WAVE JUMPING the hire will be STOPPED IMMEDIATELY without a REFUND. "On the spot fine \$ 225"
- AT ALL TIME YOU MUST STAY A MINIMUM DISTANCE OF 300 METRES OFF THE BEACH. "On the spot fine \$ 225"
- AT ALL TIME YOU MUST STAY A MINIMUM DISTANCE OF 100 METRES AWAY FROM ALL JETSKI HIRER'S, ALL OTHER WATERCRAFT, SWIMMERS, PADDLERS ECT. "On the spot fine \$ 225"
- AT ALL TIME YOU MUST STAY WITHIN THE DESIGNATED HIRE AREA AND KEEP A VISUAL CONTACT WITH THE RESCUE BOAT. "On the spot fine \$ 375"
- WHILST RIDING THROUGH THE MOOLOOLAH RIVER TO THE HIRE AREA YOU MUST NAVIGATE IN SINGLE FILE AND RESPECT THE 6 KNOT NO WASH SPEED LIMIT (THE SAME SPEED LIMIT NO WASH APPLIES ON THE RETURN IN THE RIVER FROM YOUR HIRE). "On the spot fine \$ 150"
- WHEN RIDING YOUR JET SKI ENSURE YOU CAN SEE ALL OTHER WATER USERS IT IS YOUR RESPONSABILITY TO STAY CLEAR AND GIVE WAY TO OTHERS.
- WHILST ON YOUR JETSKI YOU MUST WEAR YOUR LIFE JACKET AT ALL TIME (The life jacket must be checked and fitted by a staff member) "On the spot fine \$ 150"
- WHEN THE RESCUE BOAT SIGNAL THE END OF YOUR HIRE TIME RETURN IMMEDIATELY TO THE RENDEZ - VOUS POINT. (\$ 3.00 per minute will be charge for late return; the entrance of the river mouth is not a safe place for waiting, so please be responsible.)

If you have any medical conditions that may affect or be affected by riding a hired Jet Ski please specify.

0 (Zero) alcohol tolerance level is required to ride a Jet Ski

At all time we are observing you. If you are having any difficulty or feel unsafe return to the rescue boat or wave your arms to attract further attention. Wait on your ski if it is safe to do so. Otherwise abandon your Jet Ski; your life jacket will keep you afloat at all time. If you are involved in a collision report to the rescue boat immediately.

You are deemed responsible for your own safety, the safety of others and the care of your jet ski, as such, you ride at your own risk and you are responsible and will be held accountable for any damage and or injury caused willfully or by negligence on your part. Further costs can be brought against you.

The owners, management and staff of Mooloolaba ocean jet ski hire and The wharf marine services reserves the right to refuse, cancel or stop any hire at any time without a refund if a person does not adhere to these rules. Or is negligent, remiss, not confident or a potential danger to themselves, other persons or property.

#### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

**WARNING – THIS MAY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU HAVE ANY QUESTIONS PLEASE ASK YOUR REPRESENTATIVE BEFORE SIGNING.**

I ACKNOWLEDGE that JETSKIING & AQUAPLANING ACTIVITIES

Like any activity, it can be dangerous and that by participation in it I am exposed to certain risks, therefore: -

I ACKNOWLEDGE AND UNDERSTAND that whilst participating in the Activity: -

- The conditions in which the activity is conducted may vary without warning.
- Other persons participating in the Activity may cause me injury or damage to my property for which they may be liable.
- I may cause injury to other persons or damage their property, for which I may be liable.
- I may cause loss of damage to property used / hired for which I would be liable.
- I may be injured suffer damage to my property as a result of my negligence or breach of contract.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation.
- I will take special attention to all instructions oral or written and will query any matters that I do not understand.
- I am not under the influence of drugs / medication / mind altering substances that effect my understanding of safety instructions or ability to safety participate.
- I do not have any allergies that affect my ability to participate any aspect of this activity.
- I do not suffer from any mental infirmity / allergies that may prejudice my performance/safety or the safety of others.
- I name and acknowledge the full responsibility for participant less than 16 years of age.

#### RELEASE AND INDEMNITY TO THE SERVICE PROVIDER

IN CONSIDERATION of the acceptance of me participating, except to the extent it is precluded by statutory law I AGREE TO RELEASE AND INDEMNIFY The Service Provider as follows:

- I release, indemnify and hold harmless the Service Provider, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

*These rules and regulations are designed for your enjoyment, safety and safety of others.  
Let's make today the best day of your holiday.*

**PLEASE READ THEM VERY CAREFULLY.**

- **AT ALL TIME YOU MUST STAY WITHIN THE DESIGNATED HIRE AREA**
- **WHILST ON ANY HIRE WATER CRAFT YOU MUST WEAR YOUR LIFE JACKET AT ALL TIME**
- **0 (ZERO) ALCOHOL TOLERANCE LEVEL IS REQUIRED OF ALL PARTICIPANTS.**
- **YOU HAVE TO REPORT ANY INCIDENT OR COLLISION THAT HAS OCCURRED DURING YOUR HIRE.**
- **YOU ARE RESPONSIBLE FOR ANY PARTICIPANTS UNDER 16 YEAR OF AGE**
- **ONLY NAMED PEOPLE ON THIS FORM ARE ALLOWED TO USE THE HIRE EQUIPMENT.**
- **YOU ARE DEEMED RESPONSIBLE FOR YOUR OWN SAFETY, THE SAFETY OF OTHERS AND THE CARE OF THE EQUIPMENT YOU HIRE, AS SUCH, YOU PARTICIPATE AT YOUR OWN RISK AND YOU ARE RESPONSIBLE AND WILL BE HELD ACCOUNTABLE FOR ANY DAMAGE AND OR INJURY CAUSED WILLFULLY OR BY NEGLIGENCE ON YOUR PART. FURTHER COSTS CAN BE BROUGHT AGAINST YOU**
- **THE OWNERS, MANAGEMENT AND STAFF OF ABSOLUTE ADVENTURE HIRE RESERVES THE RIGHT TO REFUSE, CANCEL OR STOP ANY HIRE AT ANY TIME WITHOUT A REFUND IF A PERSON DOES NOT ADHERE TO THESE RULES. OR IS NEGLIGENT, REMISS, NOT CONFIDENT OR A POTENTIAL DANGER TO THEMSELVES, OTHER PERSONS OR PROPERTY.**

#### **ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

**WARNING – THIS MAY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.  
IF YOU HAVE ANY QUESTIONS PLEASE ASK YOUR REPRESENTATIVE BEFORE SIGNING.**

#### **I ACKNOWLEDGE THAT KAYAKING ACTIVITIE**

Like any activity, it can be dangerous and that by participation in it I am exposed to certain risks, therefore: -

I ACKNOWLEDGE AND UNDERSTAND that whilst participating in the Activity: -

- The conditions in which the activity is conducted may vary without warning.
- Other persons participating in the Activity may cause me injury or damage to my property for which they may be liable.
- I may cause injury to other persons or damage their property, for which I may be liable.
- I may cause loss of damage to property used / hired for which I would be liable.
- I may be injured suffer damage to my property as a result of my negligence or breach of contract.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation.
- I will take special attention to all instructions oral or written and will query any matters that I do not understand.
- I am not under the influence of drugs / medication / mind altering substances that affect my understanding of safety instructions or ability to safety participate.
- I do not have any allergies that affect my ability to participate any aspect of this activity.
- I do not suffer from any mental infirmity / allergies that may prejudice my performance/safety or the safety of others.
- I name and acknowledge the full responsibility for participant less than 16 years of age.

#### **RELEASE AND INDEMNITY TO THE SERVICE PROVIDER**

IN CONSIDERATION of the acceptance of me participating, except to the extent it is precluded by statutory law I AGREE TO RELEASE AND INDEMNIFY The Service Provider as follows:

- I release, indemnify and hold harmless the Service Provider, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

**Before signing my boarding pass ( part 2 ) I have read and understood this entire document ( part 1 )  
And know that it affects my legal rights.**

*Hire agreement for bicycle*

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT;

1. The lessee agrees that he is fully responsible for all losses if the bicycle(s) and or equipment is/are lost, stolen or destroyed. In the event of such an occurrence, charges are as follows: - Bicycle \$295, Helmet \$32, Lock \$25, Key \$10.
2. When leaving the bicycle unattended it must be secured with the lock through the frame to an unmoveable object. In the event of the lessor being called out to unlock a bicycle due to key loss a \$25 call out fee is chargeable.
3. Lessee agrees to pay for any and all damage of rented bicycle(s). Charges will be paid for with the deposit, cash or credit card used in the deposit.

4. All riders must wear a helmet, which is provided by the lessor. Alternatively their own helmet. The lessor and lessee have inspected the bicycle prior to the execution of the rental agreement and by the execution of this agreement the lessee confirms that the bicycle is in a good roadworthy condition and has no damage or defect whatsoever other than what may be noted in the "Hirer Details".
5. Night cycling is not permitted as the bicycles are not fitted with lights.
6. Bikes not returned at the specified time will incur an extra day rental charge.
7. The lessee agrees that the bicycle will not be ridden by anyone who is not capable of safely riding the bicycle due to alcohol, drugs, drowsiness, or otherwise this is to include any minor not included in the indemnity on the reverse of this document.
8. The Lessee agrees that the bicycle will only be ridden by the participant(s) named herein.
9. The Lessee agrees that the participant(s) will comply with the road rules.
10. The Lessee will notify "Absolute Adventure Hire" of any accident or damage.
11. The Lessee acknowledges that renting a bicycle entails known and unanticipated risks that could result in injury or damage to participants, property or third parties and the Lessee accepts that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. The risks include among other things; accidents involving other vehicles or bicycles, collision with fixed or moveable objects, falls from the bicycle, the negligence of other operators of motor vehicles or the participant, weather conditions, the participant's own physical conditions, the condition of roads, terrain, or highways and accidents connected with their use, contact with animals or insects.
12. The Lessee hereby releases and forever discharges and indemnifies and agrees to indemnify and hold harmless "Absolute Adventure Hire", their agents, owners, officers, volunteers, participants and employees against any and all claims, demands and causes of action which are in any way connected with participation in this activity or use of "Absolute Adventure Hire" equipment or facilities. Such release may be pleaded as a complete defence to any claim, demand or cause of action brought by the Lessee, a participant or anyone claiming through the Lessee against "Absolute Adventure Hire".
13. Any breach of this agreement by the Lessee and/or participant(s) gives "Absolute Adventure Hire" the right to terminate this agreement and to immediately repossess the bicycle(s) and accessories.

## Road Rules

As a bicycle rider, you are riding a "legal" vehicle. You have the same rights and responsibilities as any other vehicle on the road. As such, cyclists are required to obey the road rules, including stopping at red lights or Stop signs, Giving Way as indicated by signage and giving hand signals when changing direction.

*Key road rules applying to cyclists include:-*

1. All cyclists are required by law to wear an approved bicycle helmet. The Police will fine cyclists who ride without an approved helmet.
2. Cyclists can ride in bus, transit and bicycle lanes.
3. In **Queensland** cyclists can ride on footpaths (unless prohibited by a sign), but must keep left and give way to pedestrians.
4. Cyclists can ride two abreast, but must remain within 1.5m of each other.
5. While riding on roads, cyclists are required to use bicycle lanes where provided unless impractical to do so.
6. Obey all traffic lights. Cyclists can ride on the shoulder or traffic lane.
7. Cyclists can overtake other vehicles on the left unless they are signalling and turning left.
8. Cyclists must dismount and walk across pedestrian crossings and signed crossings.
9. Cyclists can turn right from either the right or left hand lane of a multi-lane roundabout as they are changing lanes.
10. Cyclists can make hook turns at an intersection.
11. Cyclists are not permitted to double a passenger unless the bicycle can properly carry a second person, i.e. a tandem bicycle or a child seat.

*These rules are supplied as a service only. If in any doubt please contact the relevant authority.*

*For further information in Qld, call the State Cycle and Pedestrian Area on (07) 3253 4386, or visit their website:  
[www.transport.qld.gov.au/cycling](http://www.transport.qld.gov.au/cycling)*

## *Terms & Conditions of booking and participation to all activities*

1. All special offers have to be pre-booked and are only valid during the period specified and cannot be use in conjunction with any other offer.
2. All coupons, special passes and gift vouchers have to be stipulated at the time of booking, all documentation have to be presented before departure.
3. Coupons, gift vouchers, special offers or passes, cannot be refunded and cannot be exchanged for another activity nor have any monetary value. Unless the voucher is clearly specified as an open ticket.
4. Monetary value open vouchers can be redeemed for any activity of the same price value, the coupon can also be used for part payment for activities of a higher value than the coupon, the coupon can only be used for one transaction and all remaining unused credit will be forfeited.
5. Coupons, gift vouchers, special offers or passes, have to be in date at the time of participation in the activity.
6. Full terms and conditions apply to all voucher holders and failing or being unable to comply with any of the rules will not qualify for a refund or transfer to a different activity.
7. All vouchers are only valid to the date specified on the expiry date of the voucher.
8. Vouchers cannot be refunded.
9. All bookings are firm and payment is due on booking.
10. A cancellation notification for activities at list price applies: 12hours for individual booking, 24hours for group bookings.
11. Special offers have a no cancellation options
12. Some activities can only be paid by Credit Cards
13. Some activities may require some participants to pay a bond for good participation behaviour.
14. All participants have to be present no later than 30 minutes before scheduled departure
15. Any participant failing to be present on pre-departure briefing will not be allowed to participate and will not qualify for a refund or transfer.
16. Any participant failing to be present on departure will not qualify for a refund or transfer.
17. Any participant failing to meet all the criteria's for the activity will not be allowed to participate and will not qualify for a refund or transfer.
18. All participants must be alcohol and drug free an absolute 0 blood alcohol level is required, random breathalysing is practice failure to comply with breathalysing or in the event any trace of alcohol is found present on any participant rider or passengers will result in full cancellation of activity without refund and in addition a charge for the breathalysing equipment used will be charged
19. The Adventure Centre reserves the right to refuse the access to any activity to any participant if they are not deemed competent or responsible or are a danger to themselves or to others.
20. The Adventure Centre reserves the right to cancel and remove a participant from any activity without refund or compensation for breach of any rules without warning.
21. The Adventure Centre reserves the right to refuse indefinitely further access to any participant in breach of any rules.
22. All participants of age have to read, understand and sign a waiver of liability and agree to pay any fines the service provider will penalise them for breach of the rules and compensate in full any fine the service provider has occurred due to the participant's action being accidental or voluntary.
23. All persons responsible for under age participants agrees to be responsible for any and all action and compensate in full for any actions
24. The Adventure Centre reserves the right to change the rules and regulations at anytime without any notice.
25. Due to the nature of some activities some additional rules and criteria's may apply according to weather, sea or any other conditions affecting the particular activity on the day.
26. All participants have to accept and understand that all decisions made by the qualified instructors or tour guides are final.
27. It is an express condition that all persons willing to participate in any activity agrees to all the rules and regulations set out in their entirety without any exception
28. All participants are responsible for all damages to any equipment for misuse or negligence of the equipment.